

MIAMI-DADE COUNTY, FLORIDA
FUTURE SOLICITATION DRAFT

TITLE:

Security Guard Services

(Internal Services Dept.)

FOR INFORMATION CONTACT:

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**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**

SCOPE OF SERVICES

1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Internal Services Department (ISD) is soliciting proposals from qualified firms for Security Guard and/or Screening services in a manner that ensures the highest level of security at each facility where services are provided.

2 OBJECTIVES

It is the intent of the County to protect its personnel and/or property by means of well-trained, experienced, alert, interested, and reliable selected Proposer's personnel. The selected Proposer shall impress upon its personnel that their primary duty and responsibility is to safeguard the employees, the general public and County property. This General Order supersedes all others. The selected Proposer's personnel shall act in a courteous and professional manner at all times. The selected Proposer shall provide appropriately equipped and trained personnel, with background inspections completed according to Miami-Dade County's specified eligibility criteria. These personnel shall provide protection for Miami-Dade County personnel and property in and around Miami-Dade County facilities. The selected Proposer(s) shall be liable for losses; potential losses or damages arising from the actions of its personnel.

The types of services required under this solicitation are:

- **Armed Security**
- **Unarmed Security**
- **Electronic Screening**

Each of these services requires special technical and managerial proficiencies; therefore, specific prior experience requirements must be met to adequately provide such services. Services at a given facility shall be provided by a single selected Proposer. The services to be provided are organized into a total of three (3) Tiers and three (3) Sectors as follows:

Tier	Number of Sectors	Service Required	Sector Numbers
Tier 1	1	Security Guard Services	Sectors: 1A
Tier 2	1	Electronic Screening Services alone, or a combination of Screening and Security Guard services or any other specialized services	Sectors: 2A
Tier 3**	1	Electronic Screening services alone, or a combination of Screening and Security Guard Services or any other specialized services	Sectors: 3A

*****Note: Tier 1, Tier 2 and Tier 3 Sectors encompass the entire area of Miami-Dade County and overlap one another. Therefore, a Tier 1, Tier 2 or Tier 3 facility may lie in close proximity to one another.***

Tier 1: Tier 1 facilities are those Miami-Dade County Sectors/facilities that have been determined to be a minimum risk and contain **no** Screening components.

Tier 2: Tier 2 facilities are those Miami-Dade County Sectors/facilities that have been determined to be an intermediate risk and **may** contain Screening components.

Tier 3: Tier 3 facilities are those Miami-Dade County Sectors/facilities that have been determined to be a high risk and **may** contain Screening components.

*****Note: Tier 3 consists of Sector 3A which contains the Miami International Airport (MIA) and all satellite facilities and locations. The Selected Proposer(s) for MIA facilities shall meet and follow the unique Federal Security requirements and additionally shall be accountable to meet and maintain all required Federal Regulations.***

The County reserves the right to add or remove a Tier, Sector, facility or multiple facilities from a Sector during the term of a Contract issued as a result of this solicitation, and any extensions or renewals thereof. The County also reserves the right to solicit for new/additional Tiers/Sectors that may be established by the County in the future. The County, at its sole discretion, may award a new Sector/Tier to a selected Proposer in the best interest of the County.

The County anticipates awarding a contract for a three (3) year period, with two (2) two-year options to renew, at the County's sole discretion. Continuation of the contract beyond the initial period, and any option subsequently exercised, is at the County's sole discretion.

3 MINIMUM QUALIFICATION REQUIREMENTS

Proposers shall provide documentation in their Proposal that demonstrates their ability to satisfy the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. The minimum qualification requirements for this solicitation are as follows:

- 1) Proposers shall have a class "B", Security Agency, or "BB", Security Agency Branch Office, License issued and in good standing by the State of Florida, Division of Licensing.
- 2) Central Dispatch Center: Proposers shall have a stationary base station/office where the Central Dispatch Center is located. The Dispatch Center shall have at least five (5) lines: four (4) dedicated telephone lines for incoming and outgoing voice phone calls, and one (1) additional dedicated line for fax and/or computer use. The proposers Central Dispatch Center shall have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, man-made or natural disasters. The use of cellular phones and/or call forwarding for the main central dispatch telephone lines is unacceptable. A mobile transmitter/receiver or a handheld radio operated from the field or the office will not be considered sufficient to adequately provide dispatch service. The term "Office" does not include a home office, mail drop location, cellular phone or other location. The Central Dispatch Center may be located out of the state but shall be independently operated by the Proposer. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator. These requirements are continuing conditions throughout the term of a Contract issued as a result of this solicitation.

4 PRE-CONDITIONS OF NOTICE-TO-PROCEED

The selected Proposer(s) shall commence work upon issuance of a Notice-to-Proceed by the County. The County will issue a Notice-To-Proceed, at its discretion, but not until the selected Proposer(s) has met the following requirements:

- 1) The selected Proposer(s) shall have a radio license, issued to the selected Proposer(s) by the Federal Communications Commission (FCC), which permits

radio operations/coverage in Miami-Dade County. Two-way radio coverage shall cover the entire County.

- 2) The selected Proposer(s) shall have a local management office as specified in Section 2.23 of the RFP document. The County reserves the right to inspect said office at any time.
- 3) The selected Proposer(s) shall meet the Performance Bond requirements as specified in Section 2.38 of the RFP document.
- 4) The selected Proposer shall meet the insurance requirements as specified in Section 5, Article 10.
- 5) The selected Proposer(s) shall have a Communication System that meets the requirements as specified in Section 2.3 (1) and 2.24 (). These criteria and all other facets of the Proposer's radio communications system shall be evaluated by County radio technicians or other person(s) designated by the County Contract Administrator or designee prior to the issuance of Notice-To-Proceed. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the selected Proposer is unable or unwilling to make changes deemed necessary by the County, the Notice-To-Proceed will not be issued by the County.
- 6) The selected Proposer(s) shall establish a Quality Assurance Plan (QAP) as specified in Section 2.27 of the RFP document. The plan shall be approved by the County Contract Administrator or designee prior to the Notice-To-Proceed being issued by the County.

5 LOCATION OF REQUIRED SERVICES

It is the intent of the County to award the following Sectors for the provision of Security Guard and/or Screening services for selected facilities as well as for other facilities as may be required by the County during the term of a Contract, issued as a result of this solicitation, and any renewals and extensions thereof.

1) TIER 1 SECTORS

The following is a description of the one Tier 1 Sector, including the approximate service hours per week, number, type of security personnel and vehicles required.

SECTOR 1A:

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Total number of Facilities:	Eighty-five (85) facilities
Level 1 Officers:	3,708. Unarmed hours or approximately ninety-three (93) Officers
Level 2 Officers:	0 Unarmed hours or approximately (0) Officers
Level 2 Officers:	1,376.0 Armed hours or approximately thirty-four (34) Officers
Level 3 Officers:	382.5 Armed hours or approximately ten (10) Officers
Level 3 Officers:	47.5 Unarmed hours or approximately one (01) Officer
Vehicle:	496.5 Hours totaling eight (08) vehicles
Golf Cart:	729.5 Hours totaling six (06) Golf Carts
Radios:	136 Radios

2) TIER 2 SECTORS

The following is a description of the one Tier 2 Sector, including the approximate service hours, number, type of security personnel and vehicles.

SECTOR 2A:

Total number of Facilities:	Sixteen (16)
Level 1 Officers:	1635.0 Unarmed hours or approximately forty-one (41) Officers
Level 2 Officers:	0 Unarmed hours or approximately (0) Officers
Level 2 Officers:	792.0 Armed hours or approximately twenty (20) Officers
Level 3 Officers:	589.5 Armed hours or approximately fifteen (15) Officers

Screeners:	2409.25 Hours or approximately sixty (60) Screeners
Vehicles:	0 Hours totaling (0) vehicles
Golf Cart:	75.0 Hours totaling one (01) Golf Cart
Radios:	60 Radios

3) TIER 3 SECTORS

The following is a description of the two Tier 3 Sector, including the approximate service hours, number, type of security personnel and vehicles.

SECTOR 3A:

Total number of Facilities:	Two (02)
Level 1 Officers:	420.0 Hours or approximately eleven (11) Officers
Level 2 Officers:	1,586.0 Hours or approximately forty (40) Officers
Level 2 Officers:	0 Armed hours or approximately (0) Officers
Level 3 Officers:	336.0 Unarmed hours or approximately eight (08) Officers
Screeners:	3,173.5 Hours or approximately seventy-nine (79) Screeners
Vehicle:	168.0 Hours totaling one (01) vehicle
Golf Cart:	0 Hours totaling (0) Golf Cart
Radios:	50

6. PERSONNEL REQUIREMENTS AND SERVICES

- 1) All personnel employed by the selected Proposer(s) to perform duties on any

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Contract issued as a result of this solicitation shall be approved prior to performing said duties. Contractor personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by all Federal and Florida State Statutes. This includes a company issued photo I.D. card. All of the above are to be conspicuously displayed at all times while on duty. The selected Proposer shall provide in all instances radio equipped, uniformed Security/Screening Officers, and armed if requested, to provide Security/Screening service at designated locations. The number of personnel and hours of service required will solely be specified by the County Contract Administrator or Designee, to the selected Proposer(s) throughout the term of any contract issued as a result of this solicitation.

- 2) All licenses and other personnel requirements shall be maintained throughout the term of a Contract issued as a result of this solicitation and any extensions or renewals thereof. All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate identification cards, certificates, and licenses, as follows:

	Security/Screening Officer	Security/Screening Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	*Yes	*Yes
State of Florida Driver's License	**Yes	**Yes
Miami International Airport Identification Card (SIDA ID)	***Yes	***Yes
Miami International Airport Identification Customs Seal	*****Yes	*****Yes
Company or County-issued Photo ID Card	Yes	Yes

* Only required if assigned to armed post

** Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

*** Only required if assigned to the Miami International Airport

**** Only required if assigned to the Miami International Airport secure locations or Customs locations

- 3) Personnel may not be employed by the selected Proposer(s) to provide services to the County if he/she currently or in the past has:

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- a) Any Felony, Sexual or Domestic Violence conviction.
 - b) Discharged from the Military under any conditions other than Honorable.
 - c) Any history of irresponsible behavior including but not limited to any criminal activity, poor driving record or a problem employment record as determined by the County Contract Administrator or designee
 - d) Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*, for assignments involving Aviation Department properties.
- 4) The work performed on a Contract issued as a result of this solicitation requires frequent and prolonged walking and standing. Occasionally, Security/Screening Officers may encounter and be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under a contract issued as a result of this solicitation. In addition all personnel shall possess good human relations skills.
- 5) **VENDOR POINT OF CONTACT**

Each sector shall have a Vendor Point of Contact (VPOC) to act as the official liaison on behalf of the selected proposer to the County. The County Contract Administrator or designee shall be presented the personnel file of the vendors proposed candidates demonstrating all requirements and qualifications are fully satisfied and shall conduct an interview of all proposed vendor candidates (the County reserves the right to approve and/or remove any vendor personnel assigned to this position). The Vendor Point of Contact shall be available to respond to requests for meetings and/or any incident(s) within thirty (30) minutes or as determined as "reasonable", as directed and determined by the County Contract Administrator or designee. The Vendor Point of Contact shall be available to the County on a twenty-four (24) hour basis three-hundred and sixty-five days (365) a year (including all Federal and County observed holidays). The Vendor Point of Contact shall have the full authority to act on behalf of the selected proposer on all contractual matters. This position shall be at no direct cost to the County and all vendor personnel acting in this role shall meet the following requirements:

- a) All Vendor Point of Contacts shall be interviewed and approved by the County Contract Administrator and/or designee prior to performing any duties related to a contract issued as a result of this RFP.
- b) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under a Contract issued as a result of this solicitation.

- c) Shall have a High School Diploma, GED or Degree, which shall be from a United States accredited and verifiable institution (official transcripts will be required). All unverifiable diplomas shall be converted to a United States GED and/or Degree by an agency approved by the County Contract Administrator.
- d) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card **Form I-151**, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- e) Shall be at least twenty-one (21) years of age.
- f) Shall successfully complete a medical examination, to be conducted at the selected Proposer's expense prior to duty assignment or when required for reasonable cause determined by the County Contract Administrator or Designee. The results of the medical examination shall demonstrate the personnel's ability to perform the required services. The tests shall include, at a minimum; tests for psychological, communicable diseases, vision, color blindness, hearing, speech, and testing for drug and illegal substance use. Thereafter, an annual medical examination shall be conducted and submitted to the County Contract Administrator or designee upon a date of their selection.
- g) Shall have and maintain a valid State of Florida Driver's license as well as responsible driving history. All Vendor Point of Contacts shall have a five (05) year driving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the County. Thereafter, an annual Driver's License check shall be conducted and submitted to the County Contract Administrator or designee upon a date of their selection. The County Contract Administrator or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
- h) Shall have a national criminal history background verification completed demonstrating a history of responsible behavior and the candidate is free from previous or open criminal offenses prior to providing service to the County. Thereafter, annual national background verifications shall be conducted and submitted to the County Contract Administrator or designee upon a date of their selection. The County Contract Administrator or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these

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requirements if determined to be in the best interest of the County.

- i) Shall be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Vendor Point of Contact shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

j) Vendor Point of Contact for Tier 1 Sectors:

Shall have a bachelor's degree "Criminal Justice or Management related field preferred" (or equivalent credit hours from an accredited institution) **and** a minimum of two (2) years of experience in the management and operation of security, police, Corrections or U.S. military services (Management is defined as but not limited to the oversight of operations, training, policy development, supervision of personnel to include scheduling, payroll, disciplinary actions and recruiting).

*****Note: Experience may substitute for the educational requirements on a year to year basis as approved by the County Contract Administrator or designee.***

k) VENDOR POINT OF CONTACT TIER 2 & 3 SECTORS:

Shall have a bachelor's degree in Criminal Justice or Management related field preferred" (or equivalent credit hours from an accredited institution).**and** a minimum of two (2) years of experience in the management and operations of Electronic Screening services is preferred. All Proposer personnel acting in this capacity must complete and hold an active Screener Certification. (Management is defined as but not limited to the oversight of operations, training, policy development, supervision of personnel to include scheduling, payroll, disciplinary actions and recruiting).

*****Note: Experience can substitute for the educational requirements on a year to year basis as approved by the County Contract Administrator or designee.***

6) SECURITY/SCREENING SITE AND/OR SUPERVISOR

The selected Proposer(s) shall provide a Security/Screening Site and/or Supervisor when required by the County. These positions, when required by the County, shall be the equivalent in qualifications of the highest classification of

officer supervised (or higher). All Supervisors employed by the selected vendor to provide services to the County are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. All Security/Screening Supervisors shall meet the following requirements:

- a) All Security/Screening Site and/or Supervisors shall be interviewed and approved by the County Contract Administrator and/or designee prior to performing any duties related to a contract issued as a result of this RFP.
- b) Shall have a, a valid Class "D" (and "G" when applicable) license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under a Contract issued as a result of this solicitation.
- c) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card **Form I-151**, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- d) Shall have a High School Diploma, GED or Degree, which shall be from a United States accredited and verifiable institution (official transcripts will be required). All unverifiable diplomas shall be converted to a United States GED and/or Degree by an agency approved by the County Contract Administrator.
- e) Shall be at least twenty-one (21) years of age.
- f) Shall have and maintain a valid State of Florida Driver's license as well as responsible driving history as applicable. All security/screening Site and/or supervisors shall have a five (05) year driving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the County. Thereafter, an annual Driver's License check shall be conducted and submitted to the County Contract Administrator or designee upon a date of their selection. The County Contract Administrator or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
- g) Shall have a national criminal history background verification completed demonstrating a history of responsible behavior and the candidate is free

from previous or open criminal offenses prior to providing service to the County. Thereafter, annual national background verifications shall be conducted and submitted to the County Contract Administrator or designee upon a date of their selection. The County Contract Administrator or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.

- h) Shall be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Vendor Security and Screening Supervisors shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.
- i) Shall successfully complete a medical examination, to be conducted at the selected Proposer's expense prior to duty assignment or when required for reasonable cause determined by the County Contract Administrator or Designee. The results of the medical examination shall demonstrate the personnel's ability to perform the required services. The tests shall include, at a minimum; tests for psychological, communicable diseases, vision, color blindness, hearing, speech, and testing for drug and illegal substance use. Thereafter, an annual medical examination shall be conducted and submitted to the County Contract Administrator or designee upon a date of their selection.

j) SECURITY SITE AND/OR SUPERVISOR FOR ALL TIERS:

The Security Site and/or Supervisor shall be an operational position. The minimum requirements are as follows:

- i) One (1) year of security supervisory or management experience
or
- ii) A minimum of six (6) months experience working on the County's Security/Screening Services contract or
- iii) Six (6) months of security supervisory or management experience with a Bachelor's degree in Management, Criminal Justice or related field (or equivalent credit hours from an accredited institution).

k) SCREENING SITE AND/OR SUPERVISOR ALL TIERS:

The selected Proposer(s) shall provide a Site and/or Supervisor knowledgeable and certified in all aspects of Weapon Screening, including the use of Electronic Screening equipment such as X-ray

machines, walk-thru Magnetometers, and handheld screening devices; and the application of physical and visual searching techniques. The minimum requirements are as follows:

- i) One (1) year of screening supervisory experience or
- ii) A minimum of six (6) months experience working on the County's Security/Screening Services contract as a screener or
- iii) Six (6) months of Screening supervisory or management experience with a Bachelor's degree in Management, Criminal Justice or related field (or equivalent credit hours from an accredited institution).

I) SECURITY/SCREENING SITE AND/OR SUPERVISOR FOR TIER 3 SECTOR 3A:

In addition to the aforementioned requirements all Security/Screening Site and/or Supervisors that are assigned to perform duties for Tier 3 Sectors shall be subjected to and must pass an extensive background investigation which is mandated by the Transportation Security Administration (TSA). This investigation shall include a ten (10) year employment history check, a criminal background check and a fingerprint check conducted through the Federal Bureau of Investigations (FBI).

7) SECURITY/SCREENING OFFICERS

All levels of Security/Screening Officers employed by the selected Proposer(s) to provide services to the County shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. All levels of Security/Screening Officers shall meet the following requirements:

- a) All Security/Screening Officers shall be approved by the County Contract Administrator and/or designee prior to performing any duties related to a contract issued as a result of this RFP. The County Contract Administrator or designee reserves the right to interview and shall approve any personnel during the contract term and any extensions or renewals thereof.
- b) Shall have a, a valid Class "D" (and "G" when applicable) license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under a Contract issued as a result of this solicitation.
- c) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by

Resident/Alien Registration Receipt Card **Form I-151**, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

- d) Shall have a High School Diploma, GED or Degree, which shall be from a United States accredited and verifiable institution (official transcripts will be required). All unverifiable diplomas shall be converted to a United States GED and/or Degree by an agency approved by the County Contract Administrator.
- e) Shall be at least twenty-one (21) years of age.
- f) Shall have and maintain a valid State of Florida Driver's license as well as responsible driving history as applicable. All Security/Screening Officers shall have a five (05) year diving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the County. Thereafter, an annual Driver's License check shall be conducted and submitted to the County Contract Administrator or designee upon a date of their selection. The County Contract Administrator or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
- g) Shall have a national criminal history background verification completed demonstrating a history of responsible behavior and the candidate is free from previous or open criminal offenses prior to providing service to the County. Thereafter, annual national background verifications shall be conducted and submitted to the County Contract Administrator or designee upon a date of their selection. The County Contract Administrator or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
- h) Shall be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Vendor Security and Screening Officers shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.
- i) Shall successfully complete a medical examination, to be conducted at the selected Proposer's expense prior to duty assignment or when required for reasonable cause determined by the County Contract Administrator or Designee. The results of the medical examination shall demonstrate the personnel's ability to perform the required services. The tests shall include, at a minimum; tests for psychological, communicable diseases, vision, color blindness, hearing, speech, and testing for drug

and illegal substance use. Thereafter, an annual medical examination shall be conducted and submitted to the County Contract Administrator or designee upon a date of their selection.

j) **Security Officers all Tiers:**

*****Note: All levels of officers shall meet all the qualifications specified above and the specific qualifications for each level as specified below.***

i) **Security Officer Level I all Tiers:**

This is the minimum classification of Security Officer and is an unarmed position.

- a) Must be a licensed Security Officer in the State of Florida.

ii) **Security Officer Level II all Tiers:**

This is the intermediate classification of Security Officer and may be an armed or unarmed position.

- a) Prior military experience with an honorable discharge (or a general discharge under honorable conditions) or
- b) Prior Certified Correctional officer experience or
- c) Prior Certified Police Officer experience or
- d) Police or Correctional academy graduate or
- e) Associates degree in Criminal Justice or related field of course study (or equivalent credit hours from an accredited institution), in addition to being a licensed Security Officer in the state of Florida.

iii) **Security Officer Level III all Tiers:**

This is the highest classification of Security Officer and may be an armed or unarmed position.

- a) A minimum of three (3) years of experience as a Certified Police Officer or
- b) A minimum of three (3) years of experience as an active duty Military Police Officer or

- c) A minimum of three (3) years of experience a Certified Correctional Officer or
- d) A minimum of six (6) years of active duty experience as a career military or
- e) A Bachelor's degree in Criminal Justice or a related field of course study (or equivalent credit hours from an accredited institution), in addition to three (3) years of experience as a licensed Security Officer in the state of Florida.

*****Note: All college degrees in a related field of course study shall be approved by the County Contract Administrator or designee. All Veterans with Combat experience may be considered as a Level-III officer on a case by case basis by the County Contract Administer or designee.***

iv) Screening Officer Tiers 2 & 3:

Screening Officers shall provide screening functions for Tier 2 and Tier 3 Sectors only and may be an armed or unarmed position

- a) An unarmed Screening Officer shall meet the minimum requirements of a Level I Security Officer and shall have completed the required training as specified in Section 2.22 (7) (b).
- b) An Armed Screening Officer shall meet the minimum requirements of a Level II Security Officer and shall have completed the required training as specified in Section 2.22 (7) (b).

v) Security/Screening Officers Tier 3 Sector 3A

Security/Screening Officers for Tier 3 Sectors in addition to those qualifications above shall meet the following:

- a) Any with more than five (5) years of airport work experience may be considered as a qualifying factor on a case by case basis as determined by the County Contract administrator or designee.

- b) Shall submit to and successfully complete all vetting and training requirements to obtain an airport identification badge, including criminal history records check (CHRC), security threat assessment (STA), security identification display areas (SIDA) training, behavior pattern recognition (BPR) training and customer service training. The proposer shall be responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from the Airport assignment or terminated from the employ of the proposer or upon termination of any contract issued as a result of this solicitation. The proposer shall pay, or cause to be paid, to the department such nondiscriminatory charges as may be established from time to time for lost or stolen identification badges and those not returned to MDAD, as well as all associated fee(s) for fingerprinting and identification issuance.
- c) The selected Proposer(s) shall be responsible for requesting the Miami-Dade Aviation Department (MDAD) to issue identification badges to all Proposer(s) personnel providing services to the Airport facilities. All personnel shall be supplied with MDAD Security Identification Display Area (SIDA) identification badges and Customs and Border Protection (CBP) Seals as may be required. The personnel providing services must submit to and successfully complete all vetting and training requirements in order to obtain an airport identification badge, including Criminal History Records Check (CHRC), Security Threat Assessment (STA), Security Identification Display Area (SIDA) training, Behavior Pattern Recognition (BPR) training and Customer Service training and comply with all other TSA, Homeland Security, Customs and Border Protection (CBP) and Miami-Dade Aviation Department (MDAD) requirements as specified by MDAD at the time of the application for the identification badge prior to an identification badge is issued.

*****Note: All required experience shall be from within the United States or its territories. All experience shall be fully and readily verifiable. Applicants with military service shall supply a copy of the DD-214L form and have received an Honorable or a General discharge under honorable conditions from duty in order to be accepted.***

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7. SPECIFIC TASKS & RESPONSIBILITIES

Specific tasks, responsibilities or requirements may vary from assignment to assignment. The tasks expected by the County shall be performed by personnel employed by the proposer(s) to provide services to the County, and include, but are not limited to, the following:

1) Vendor Point of Contact (VPOC):

The selected Proposer(s) shall provide a full-time Vendor Point of Contact (VPOC) per Sector, at no direct cost to the County, in order to act as a contact/liaison to the County. The Vendor Point of Contact may perform other duties for the selected Proposer, but shall be available at all times to meet with or respond to County staff. The selected Proposer shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the Vendor Point of Contact (or identified and County Contract Administrator or designee approved alternate(s)) may be reached twenty-four (24) hours per day, seven (7) days per week, on a year-round basis. An answering service or machine is not acceptable. An example of tasks for the Vendor Point of Contact(s) is listed below and may include but is not limited to the following;

Tasks:

- a) Acts as liaison between vendor and County staff regarding all contractual issues
- b) Ensures all vendor personnel are properly equipped and maintain good personal and uniform appearance and are courteous to the public and the County personnel at all times.
- c) Ensures vendor personnel are properly trained and approved for contractual services prior to their performance of duties at County assignments
- d) Ensures both County and vendor personnel have copies of schedules for required coverage's
- e) Reviews and updates Post Orders as required
- f) Reviews and ensures accuracy, timeliness and proper delivery of vendor bi-weekly invoicing
- g) Reviews vendor personnel incident reports and forwards all reports to County personnel as directed
- h) Reviews weekly, monthly and annual reports generated by screening personnel and forwards all reports to County personnel as directed
- i) Reviews and ensures all annual medical, criminal history and driver license checks meet contractual standards and is forwarded to County personnel as directed

- j) Reviews and provides updates as needed to the Quality Assurance Plan (QAP)
- k) Ensures all contractual standards are being met and reports all incidents or deficiencies to County personnel as directed
- l) Responds to incidents of a critical nature or as requested by the County Contract administrator or designee within thirty (30) minutes of notification.
- m) Meets with the County Contract Administrator or designee as directed to review and discuss ongoing operational issues

2) Security/Screening Site and/or Supervisors

The specific tasks for the Security/Screening Site and/or Supervisors will be determined at a later date and contingent upon the specific facility, location or assignment needs. The required tasks shall be approved by the County Contract Administrator or designee. An example of general tasks for the Security/Screening Supervisors is listed below and may include but is not limited to the following;

Tasks:

- a) Report to work on time and remains on assigned duties until relieved as required
- b) Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags
- c) Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property
- d) Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493)
- e) Communicate effectively with the public and the County personnel and directs visitors to personnel and services within the facility
- f) Ensure that Lost and Found functions are conducted only by County personnel
- g) Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, reporting systems shall be used by uniformed personnel to record their presence at the designated posts

- h) Raise and lower flags at designated times (where applicable)
- i) Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact
- j) Lock and unlock gates and doors at designated times
- k) Turn lighting or electronic equipment on and off as required
- l) Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security/Screening Officer shall verify the picture on the I.D. is the same as the person presenting it.
- m) Respond to reports of sick or injured persons, and then notifies the Security Operations Center, appropriate authorities (e.g., 911, Building Manager/Facility Contact)
- n) Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact personnel. Any such incident will require a Logbook entry be made and a incident report completed
- o) Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required
- p) Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans
- q) Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted
- r) Operate a marked motor vehicle where required
- s) Maintain order and uses good judgment and discretion in handling unruly or trespassing public
- t) Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form. All incident reports completed by vendor personnel will require a case number to be issued by the Security Operations Center (SOC) at 305.375.4500
- u) Provide escort services to County employee's and visitors as required
- v) Maintain a professional atmosphere within areas of assignment
- w) Shall not read any non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed (e.g., they need to be

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sure that there are no unauthorized reading materials, Televisions, Radios, CD, MP-3 players or any other unauthorized items in the area of the post). Officers will be held responsible and Liquidated Damages may be assessed

- x) Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact (when applicable) in each instance. Personnel cellular telephones should not be used unless authorized

3) Security/Screening Officer

The specific tasks for the Security/Screening Officers will be determined at a later date and contingent upon the specific facility, location or assignment needs. The required tasks shall be approved by the County Contract Administrator or designee. An example of general tasks for the Security/Screening Officers is listed below and may include but is not limited to the following;

Tasks:

- a) Report to work on time and remains on assigned duties until relieved as required
- b) Provides oversight and guidance to subordinate Security/Screening personnel
- c) Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags
- d) Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property
- e) Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493)
- f) Communicate effectively with the public and the County personnel and directs visitors to personnel and services within the facility
- g) Turn lighting or electronic equipment on and off as required
- h) Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security/Screening Officer shall verify the picture on the I.D. is the same as the person presenting it.
- i) Respond to reports of sick or injured persons, and then notifies the Security Operations Center, appropriate authorities (e.g., 911, Building Manager/Facility Contact)

- j) Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact personnel. Any such incident will require a Logbook entry be made and a incident report completed
- k) Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required
- l) Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans
- m) Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted
- n) Operate a marked motor vehicle where required
- o) Maintain order and uses good judgment and discretion in handling unruly or trespassing public
- p) Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form. All incident reports completed by vendor personnel will require a case number to be issued by the Security Operations Center (SOC) at 305.375.4500

8. SPECIAL EQUIPMENT

The selected Proposer(s) may be required to provide licensed and insured motor vehicles, off-street motorized carts, Segway's and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the selected Proposer(s) shall receive additional compensation. The selected Proposer(s) shall comply with insurance requirements as specified in **Section 5, Article 10** and the insurance shall be sufficient to cover all operations and use of such equipment.

- 1) The selected Proposer(s) may also be required by the County Contract Administrator or designee to provide Security/Screening Officers equipped with specialized equipment including, but not limited to, Firearms, Guard Tour systems, Body Cameras and other specialized technologies. Such posts or duty assignments shall be requested as needed and, where appropriate, the selected Proposer(s) shall receive additional compensation.

9. CHANGES IN ASSIGNMENT

The County Contract Administrator or designee may, at any time, by written or verbal instructions, make changes to all existing service(s). These changes may include, but are not limited to scheduling changes, increases or decreases in the hours or type of service(s), and modifications in special equipment requirements. The County, shall, in its sole discretion determine the placement of facilities into the appropriate Tier and Sector. Tier 1 Sectors contain facilities that are determined to be a minimum risk and contain **no** Screening components. Tier 2 Sectors contain facilities that are determined to be an intermediate risk and **may** contain Screening components. Tier 3 Sectors contain

facilities that are determined to be a high risk and may contain Screening components. Should any change determined by the County Contract Administrator or designee require the institution of Electronic Screening services at a Tier 1 Sector facility that did not previously require such services, and for which the Electronic Screening is required on a more or less permanent basis as determined by the County Contract Administrator or designee then that facility will be removed from the Tier 1 Sector to which it is assigned, and reassigned to a Tier 2 or Tier 3 Sector providing service to that area. In contrast, if a change is required regarding the discontinuation of an Electronic Screening services component in a Tier 2 or Tier 3 Sector that facility will be reassessed in order to determine its new classification and the appropriate Tier and Sector classification.

10. NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (OVERTIME)

Changes are frequent in Security/Screening Officer coverage's, both in hours of duty and at new locations. The County will attempt to give the selected Proposer(s) four (4) hours of notice for new assignments. If it is not possible to give the four (4) hours of advance notice, the County will pay an overtime coverage rate (1½ times the normal billing rate) for the first eight (8) hours of the new assignment. In consideration of this overtime coverage, the selected Proposer(s) shall provide a Security/Screening Officer within a minimum of four (4) hours' notice. Failure to provide services may result in Liquidated Damages and/or a vendor Non-Performance. An extension of hours for regularly scheduled service(s) may occur from time to time and in such circumstances if it is not possible to provide the selected proposer advance notice then the County will pay an overtime rate (1½ times the normal billing rate) only for those hours provided for the extension of services which surpass the regular scheduled service hours. In such cases, a signed overtime approval form or Guard Post Action Sheet shall be provided along with the selected proposer(s) invoicing (see attachments B-C).

*****Note: There is no minimum hour standard for the request of service hours. The amount of service hours, officer levels, required service type and duties shall be determined solely by the County Contract administrator or designee as determined to be in the best interest of the County. All selected Proposer(s) invoicing shall accurately reflect the actual hours of service provided by its personnel.***

11. INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

The selected Proposer(s) shall provide additional services when requested, however if the selected Proposer(s) is unable to provide these services when requested, then the selected Proposer(s) shall notify the County verbally immediately and in writing (within 24 hours of request) with a detailed explanation for inability to provide the requested services. If the selected Proposer(s) refuses to accept the additional requested services the selected Proposer(s) may forfeit its rights to be awarded additional services under a Contract, issued as a result of this solicitation, at the discretion of the County Contract Administrator or designee. The County, at the County Contract Administrator or designee's sole discretion, may award the new assignment to another selected

Proposer(s) providing similar services to the County under a Contract issued as a result of this solicitation. Upon placement of such an assignment (working out of awarded Sector) the selected Proposer(s) who is placed out of Sector may continue, at the County Contract Administrator or designee's discretion, to provide the requested service on a permanent basis, unless removed by the County Contract Administrator or designee. The County Contract Administrator or designee may consider this action as a material breach and may proceed with the removal of the selected Proposer(s) from providing service(s) on any contract issued as a result of this solicitation, for single or multiple incident occurrences of this nature.

12. LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No personnel of the selected Proposer(s) assigned to the Miami-Dade County Contract shall provide more than twelve (12) hours of service, including all break periods, on one or more Contracts administered by ISD Security Management in a twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the County Contract Administrator or designee in emergency situations that are beyond the control of the Contractor, (e.g., weather conditions, civil disturbances, natural disasters, etc.) which prevents the next shift from getting to their assignment. Each occurrence will require an individual waiver provided by the County Contract Administrator or designee.

13. POST ORDERS

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security/Screening personnel shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security/Screening Officers at the applicable facility or location. The County Contract Administrator or designee will provide generic Post Orders to selected Proposer(s). The selected Proposer(s) shall meet with ISD Security Management and coordinate with the Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by Building Manager/Facility Contact and ISD Security Management prior to the Contract start date. Once established, the selected Proposer(s) shall assure that monthly updated copies are available for the duration of Contract including any extensions or renewals thereof. The selected Proposer(s) shall check each post monthly for any updates that maybe required to the applicable Post Orders. The selected Proposer(s) shall take appropriate measures to ensure the protection of sensitive security information (e.g. Post Orders, Policies, Logbooks and Procedures). All materials considered security sensitive information shall not be copied, removed or disclosed to any parties without the expressed permission of the County Contract Administrator or designee. Failure in this

area may result in a Liquidated Damage and/or Vendor Non-Performance. Post Orders may include, but are not limited to, the following:

- 1) Facility/Building information (e.g., operating hours, chain of command)
- 2) Building rules and regulations
- 3) Operation of equipment
- 4) Roving patrol routes, schedules, and duties
- 5) Vehicular traffic control
- 6) Access control procedures
- 7) Emergency response procedures
- 8) Security and fire control/alarm systems
- 9) Hazardous conditions, inspection/reporting
- 10) Response to emergencies, (e.g., fires, injury, or illness, etc.)
- 11) Procedures for raising, lowering, and half-mast U.S. and other flags
- 12) Safeguarding persons and property
- 13) Minimum number of hours for site orientation training

*****Note: The selected Proposer(s) must emphasize to its personnel, assigned to provide service to the County, that general orders to "Protect County Personnel and Property" supersede all Post Orders.***

14. SCHEDULING/POST COVERAGE

The selected Proposer shall provide copies of all personnel schedules that are assigned to the County as a result of a contract issued by this solicitation and all renewals thereof, to all parties as directed by the County Contract Administrator or designee, to include the assigned personnel's name, contact information and corresponding service level. As situations or emergencies arise, the selected Proposer(s) shall notify the appropriate County personnel as directed by the County Contract Administrator or designee of all personnel unable to arrive on time for their scheduled assignment. The selected Proposer shall provide the appropriate qualified, trained and County approved replacement as soon as possible or within a maximum of one (1) hours. In cases which the selected Proposer(s) are unable to accomplish the required staffing they shall immediately notify the County Contract Administrator or designee. Failure to provide required staffing or notification of tardiness may result in a Liquidated Damage and/or a Vendor Non-Performance being issued.

15. RELIEF/BREAK PERIODS

Security/Screening personnel shall not leave their assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Contract Administrator or designee. The selected Proposer(s) shall provide breaks to personnel in accordance with Federal and Florida State law. The selected Proposer(s) shall provide a sufficient

number of relief personnel on a twenty-four (24) hour basis to facilitate meal and/or restroom breaks for their personnel at no cost to the County. The selected Proposer shall accomplish this task without impacting County security or screening operations. All personnel who are on a break period shall be relieved by properly trained, qualified and approved selected Proposer(s) relief personnel. All break periods shall be recorded on the selected Proposer's employee sign-in sheets and assigned location logbooks, which shall accurately reflect all periods of time of such occurrences. Any violations of this procedure may result in removal of the employee from working on any Contract issued as a result of this solicitation and may result in Liquidated Damages or a Vendor Non-Performance being issued.

16. EMERGENCIES

All personnel assigned to a contract as a result of this solicitation may be diverted by the County Contract Administrator or designee from their normal assignment to meet emergency situations or special duty assignments. When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and the selected Proposer(s) shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

17. ADHERENCE TO LAW

The selected Proposer(s) shall adhere to all Federal, State, and Local laws that apply to the provisions of Security/Screening Officers services under a Contract issued as a result of this solicitation and all renewals thereof, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Worker's Compensation, Federal Wage and Hour regulations, Living Wage Ordinance and other applicable Laws and Regulations. Failure to comply shall result in a Liquidated Damage, Non-performance and/or removal from a Contract issued as a result of this solicitation.

- 1) If a Security/Screening Officer, Site and/or Supervisor, Vendor Point of Contact or other Principal of the selected Proposer(s) is arrested, ISD Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure may result in Liquidated Damages being assessed. Proper notification will consist of the following:

- a) Phone call to the County Contract Administrator or designee; if not available, then to Security Operations Center (305).375.4500.

- b) Followed by an email sent to the County Contract Administrator or designee
 - c) Followed by an email or fax to the Security Operations Center
- 2) If said personnel is a Security/Screening Officer, Security/Screening Site and/or Supervisor or Vendor Point of Contact, they shall be removed immediately from any Contract issued as a result of this solicitation, until reinstatement has been approved by the County Contract Administrator or designee.
 - 3) It is the selected Proposer(s) responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance. A copy of a signed memorandum shall be placed in each employees file demonstrating proper notification of said procedure.
 - 4) The selected Proposer(s) and their employees shall not release any Facility(s) or assignment(s) Security Plan, information contained in the Post Logbook, Post Orders, or other Contractor documents and reports, to any person or organization without the written authorization of the County Contract Administrator or designee. Information contained in such documents will be treated as Security Sensitive Information.
 - 5) The selected Proposer(s) shall acknowledge and comply with any and all laws governing the Airport and/or any security measure deemed necessary by the Airport in accordance with, the Transportation Security Administration's (TSA) Code of Federal Regulations 49 CFR Part 1542, Chapter 25 of Miami-Dade County Code of Ordinances, the Airport Security Plan and applicable Security Directives issued by TSA and/or the Aviation Department. The Contractor shall be responsible to the Owner (Miami-Dade Aviation Department, MDAD) for security violations and shall indemnify and hold the Owners harmless for all costs, fines and damages arising from, such costs to include reasonable attorney's fees. The selected Proposer(s) shall be responsible for all punitive actions, including monetary fines, arising from any security violation of the regulations of the Airport or any of the aforementioned Federal Agencies regulations by any of its personnel. The selected Proposer(s) understands and agrees that all personnel providing services (persons) entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the selected Proposer(s) in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be born entirely by the personnel providing services (persons) and/or the selected Proposer(s).
 - 6) The selected Proposer(s) shall take appropriate measures to protect Security Sensitive Information (SSI) that may be established or come into their possession as a result of any contract issued as a result of this solicitation and all renewals thereof. All SSI, as defined in 49 CFR Part 1549-Protection of Sensitive Security Information, shall be handle in accordance with TSA policies and regulations. All personnel assigned to work under any contract issued as result of this solicitation are subject to the provisions of 49 CFR 1520. SSI may

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not be disclosed except in accordance with the provisions of 49 CFR 1520 or where TSA otherwise approves.

- 7) The selected Proposer(s) shall be solely responsible for all costs associated with the issuance, renewal, loss, replacement and retrieval of Airport Identification (SIDA) badges.

18. POLYGRAPH EXAMINATION

The County reserves the right to require any of the selected Proposer(s) personnel to submit to a polygraph examination as deemed necessary by the County Contract Administrator or designee. The selected Proposer(s) shall pay all costs associated with the examination. If the selected Proposer(s) employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under any Contract issued as a result of this solicitation and all renewals thereof. All selected Proposer(s) employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the County Contract Administrator or designee.

19. SECURITY/SCREENING OFFICER ROTATION

The County reserves the right, at the discretion of the County Contract Administrator or designee, to transfer personnel of the selected Proposer(s) working on a Contract issued as a result of this solicitation and all renewals thereof, as well as rotate specific hours or locations of all personnel at a time interval specified by the County Contract Administrator or designee. All selected Proposer(s) personnel must be able to perform rotating shift work which often encompasses holidays.

2.18 REMOVAL OR APPROVAL FOR CONTRACT

The County Contract Administrator or designee shall approve all prospective selected Proposer(s) personnel prior to their assignment to a County assignment. The County Contract Administrator or designee additionally reserves the right to interview any prospective employee of the selected Proposer(s) prior to the person being assigned to a County assignment. The County Contract Administrator or designee may reject any existing or proposed selected Proposer(s) personnel as deemed in the County's best interest. The County additionally reserves the right to have the selected Proposer(s) relieve any employee of the selected Proposer(s) from a duty assignment, and/or bar the employee from further service under a Contract issued as a result of this solicitation and all renewals thereof, at the discretion of the County Contract Administrator or designee.

20. PROGRESS MEETINGS

The County shall hold mandatory meetings, at the discretion of the County Contract Administrator or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the selected Proposer(s). The County Contract Administrator or designee reserves the right to call meetings at any

time during the Contractual period by notifying selected Proposer(s). The selected Proposer's Vendor Point of Contact or other appropriate person(s), as requested by the County, shall be present at all meetings scheduled by the County Contract Administrator or designee unless specifically waived by the County Contract Administrator or designee.

21. TRAINING REQUIREMENTS

The selected Proposer(s) shall pay its personnel a minimum of the current living wage, as established by living wage ordinance, during all trainings mandated by a contract issued as a result of this solicitation and all renewals thereof. The selected Proposer(s) shall provide all required training at no direct cost to the County.

1) Employee Orientation Training

Miami Dade County ISD Security Management shall administer a mandatory Employee Orientation Program for selected Proposer(s) personnel assigned to a Contract issued as a result of this solicitation. Said Employee Orientation Training length and content will be solely determined by the County Contract Administrator or designee.

2) Site Orientation Training for Security/Screening Officers

The selected Proposer(s) shall provide a mandatory site orientation training to all security/screening officers as specified in site specific post orders. Said training shall be conducted by a selected Proposer's identified trainer(s) or Security/Screening Supervisor(s). Trainees shall not be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the Security/Screening Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. The County Contract Administrator or designee shall be the sole assessor of the effectiveness of the training. The Site Orientation Training shall consist of the following but is not limited to:

- a) General and specific orders for the facility
- b) Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices in the facility
- c) Procedures for access control
- d) Operation of the security system within the facility
- e) Procedures for operation of fire alarms, fire control system, and fire-fighting equipment

3) Job Enrichment Training

The County Contract Administrator or designee reserves the right to mandate job enrichment training for some or all employees of the selected Proposer(s). The training curriculum and length shall be determined by the County Contractor or designee at a later date.

4) Advancement Training

Proposer(s) personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. The course curriculum and length shall be determined by the County Contract Administrator or designee at a later date. Subsequent to the successful completion of the required courses, said security personnel shall appear before an oral evaluation board as prescribed by and at the sole discretion of the County Contract Administrator or designee. All related cost for the training shall be the responsibility of the selected Proposer(s) and shall not be passed on to the employee. The County will not reimburse selected Proposer(s) for advancement training.

5) Evaluation of Training

The County Contract Administrator or designee shall evaluate the quality and completeness of training provided by the selected Proposer(s) to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual Security/Screening Officers' retentiveness. The County Contract Administrator or designee reserves the right to create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the selected Proposer(s) shall be reviewed and approved by the County Contract Administrator or designee. All formal training shall be administered (e.g., taught, presented) by persons who have been expressly approved on an individual basis by the County Contract Administrator or designee. All classroom instructors shall be appropriately certified and licensed by an accredited licensed institution of learning or governmental educational certification body, or by documentation that the individual has sufficient experience with the subject matter to instruct students in an authoritative, practical, and current manner. Resumes for potential instructors shall be submitted to the County Contract Administrator or designee prior to the start of training for approval.

*****Note: The selected Proposer(s) shall provide a copy of the proposed course(s) of instruction with all materials for review and approval to the County Contract Administrator or designee prior to the Contract start date. The County Contract Administrator or designee may visit any of the selected Proposer(s) training classes without notice to monitor and evaluate the training.***

6) Firearms Training

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The selected Proposer(s) shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement; this instructor shall be directly employed by the selected Proposer(s) and shall be approved by the County Contract Administrator or designee prior to performing any contractual duties as result of this solicitation. The County Contract Administrator or designee may visit training classes without notice, to monitor and evaluate this course.

7) Training for Screening Operations (Tier 2 and 3 Sectors only)

a) Course of Instruction

The selected Proposer(s) shall provide forty (40) hours of classroom course instruction to include a final exam to all personnel assigned to screening duties. A copy of the proposed course of instruction and all testing materials that follows either the TSA or U.S. Marshals courses shall be provided for review and approval prior to the contract start date for review and approval. The County Contract Administrator or designee may visit training classes without notice, to monitor and evaluate this course.

b) Hands-on Equipment Training

Upon the successful completion of the initial course of instruction all personnel employed to provide screening services to the County shall receive a minimum of forty (40) hours of hands-on equipment training, prior to working on an "active duty" status within the County, in working at weapons-screening location, with an X-ray machine, Magnetometer, Hand wand or any other screening technology. The County Contract Administrator or designee may visit training classes without notice, to monitor and evaluate this course.

c) Refresher Training

All personnel employed by the selected Proposer(s) to provide screening services to the County shall receive quarterly refresher training. This training shall be a minimum of ten (10) hours of classroom training and ten (10) hours of hands-on training (eighty (80) hours total annual refresher training). The selected Proposer(s) shall submit their proposed refresher training curriculum to the County Contract Administrator or designee for review, recommendations and approval prior to initiating the training. The County Contract Administrator or designee may visit training classes without notice, to monitor and evaluate this course.

22. LOCAL MANAGEMENT OFFICE

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The selected Proposer(s) shall have a local management office in Miami-Dade County. The County Contract Administrator or designee reserves the right to inspect the local management office at any time. All records pertinent to administration and management of a Contract issued as a result of this solicitation and all renewals thereof are the sole property of the County and shall be maintained at the local management office. These records are subject to inspection by the County Contract Administrator or designee at any time. The selected Proposer(s) shall maintain, at a minimum, the following documents at the local management office:

- 1) Financial records: invoices, employee payroll and other associated backup documentation pertaining to any contract issued as a result of this solicitation
- 2) FCC License
- 3) Log Books
- 4) Incident Reports
- 5) Quality Assurance Plan
- 6) Employee Personnel File

Required documents shall be placed under the same section/tabs in each employee's file. The selected proposer is responsible for vetting and ensuring the accuracy of all information provided by prospective employees. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Vendor Non-Performance. The selected Proposer shall maintain a copy of all disciplinary actions taken by the selected Proposer against its personnel, assigned to provide services to the County, for all infractions committed under a contract issued as a result of this solicitation. A copy of said violations shall be placed into the employees personnel file. Copies of the proposer(s) prospective employee files will be provided to the County Contract Administrator or designee for review and approval prior to the said applicant performing any duties related to any contract that is issued as a result of this solicitation. These files shall contain copies of but not limited to the following documents:

- 1) National Criminal background check which shall be updated on a yearly basis
- 2) Medical examination, including drug test results (which shall be updated, on a yearly basis) and psychological results
- 3) Training test results along with a copy of their test
- 4) Proof of education and experience

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- 5) Prior employment verifications
- 6) State Security Officer licenses "D", "G", "M", "K" or "DI" as applicable
- 7) Employment application
- 8) Polygraph examinations reports, as applicable
- 9) Proof of certification for Law Enforcement and Corrections experience
- 10) A copy of DD-214 Long form, certificate of release or discharge from active duty (U.S. Armed Forces)
- 11) A copy of a valid State of Florida Driver's license
- 12) A copy of a five (05) year Drivers history, when applicable
- 13) Proof of Citizenship, Resident Alien card or Work Permit
- 14) Employee Signed Release of Personnel File Form (see attachment "D")
- 15) Any applicable County waiver forms

22. CONTRACTOR-FURNISHED ITEMS

The selected Proposer(s) shall provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The selected Proposer, at no charge to the County, shall supply these materials, unless otherwise specified by the County Contract Administrator or designee. All post orders, logbooks, incident reports and records are the sole property of Miami-Dade County. These records are subject to inspection by the County Contract Administrator or designee at any time. Upon termination of any contract issued as a result of this solicitation and all renewals thereof, the selected Proposer(s) shall surrender all records or documents (e.g. log books, incident reports, etc) to the County Contract Administrator or designee within thirty (30) days of the contracts termination date.

1) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, shall be provided by the selected Proposer(s) to all on-duty personnel or as directed by the County Contract Administrator or designee. In addition, two (2) radio's shall be issued by the selected Proposer(s), one (1) to the Security Operations Center (SOC) and one (1) for the County Contract Administrator or designee, additional

radios may be requested, at no additional charge, at the discretion of the County Contract Administrator or designee.

2) Central Dispatch Center

The Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the selected Proposer(s) personnel and the County. The Dispatch Center shall be staffed by experienced selected Proposer(s) personnel twenty-four (24) hours a day, seven (7) days a week. The selected Proposer's personnel assigned to the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the selected Proposer(s), as required. This station shall have a complete roster of all selected Proposer(s) personnel assigned to County posts, contact information, assignment locations and assignment hours. The Dispatch Center shall maintain a logbook or electronic technologies which maintain records of all activities (e.g. requests for service, incidents, radio status checks, failure to report for duty, etc.). The Dispatch Center shall conduct routine radio status checks of the selected Proposer(s) personnel and make notations of any failure or the selected Proposer(s) personnel to respond or report for assigned duties. The frequency of radio status checks shall be mandated solely by the County Contract Administrator or designee. The Dispatch Center shall also be able to make contact with selected Proposer's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of a contract, issued as a result of this solicitation, and may result in Liquidated Damages and/or a Non-Performance being assessed. The selected Proposer(s) dispatch center is subject to unannounced inspections by the County Contract Administrator or designee at any time throughout the length and any extensions of a contract issued as a result of this solicitation.

3) System Quality

Radio communications among system users (e.g., all County and selected Proposer(s) personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. The selected Proposer(s) shall provide and maintain required system quality, as follows:

- a) The selected Proposer(s) shall use a network of repeaters of sufficient strength and capacity to service all facilities/buildings and service assignments included in this solicitation and all renewals thereof.

- b) The selected Proposer(s) shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The selected Proposer(s) should select a channel, (i.e. frequency that is not overloaded with non-contract users).
- c) The selected Proposer(s) shall implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified in this solicitation.
- d) The selected Proposer(s) shall have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.
- e) The selected Proposer(s) shall ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the selected Proposer(s) to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

4) County Evaluation of Communications System

The County Contract Administrator or designee reserves the right to evaluate the Communication System at any time during the term of a Contract issued as a result of this solicitation and including any extensions or renewal thereof. Should there be a deterioration of performance during the term of a contract issued as a result of this solicitation and the selected Proposer(s) is unable or unwilling to make necessary improvements, the County shall consider this a material breach of the Contract and may terminate the Contract issued. The County Contract Administrator or designee shall be the sole judge of the adequacy of radio communications.

25. UNIFORMS AND EQUIPMENT

The selected Proposer(s) shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. All selected Proposer(s) personnel shall wear uniforms whose color and style have been approved in advance by the County Contract Administrator or designee. All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by selected Proposer's identification patches (see below). Uniforms do not have to be

new, but shall be in good condition, and meet contractual standards. Said uniforms shall consist of the following items:

1) Standard Uniform for all levels of Security Officers and Security Supervisor shall include:

- a) Trousers, all-season weight
- b) Shirt/blouse, short or long sleeve
- c) Belt – solid black
- d) Duty Belt (high gloss style)
- e) Socks – solid black in color
- f) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes (without medical waiver).
- g) Shoulder patches to indicate the name of the selected Proposer(s) shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the selected Proposer(s) shall be worn or displayed on the uniform except hat.
- h) Nametags to be worn over the right shirt pocket
- i) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with selected Proposer's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the selected Proposer(s) along with company patch sewn to the jacket.
- j) All personnel shall wear clean, pressed uniforms at all times while on duty at a County Post.

2) Standard Uniform for Screening Officers and Screening Supervisors shall include:

- a) Trousers-solid grey
- b) Collared shirt- solid white
- c) Necktie
- d) Belt-solid black
- e) Blazer-solid blue for Screening Officer
- f) Blazer-solid burgundy for screening supervisor

- g) Socks-solid black
 - h) Shoes-solid black Patent Leather or Corofram, no high heels, no platform shoes, no sneakers or tennis shoes
 - i) Shoulder patches to indicate the name of the selected Proposer shall be sewn on the blazer in accordance with Florida Statutes
 - j) Nametags to be worn over the right shirt pocket
 - k) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Screening Officer, and marked with selected Proposer's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the company along with selected Proposer's patch sewn to the jacket.
 - l) All personnel shall wear clean, pressed uniform at all times while on duty at a County Post.
- 3) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Contract Administrator or designee, and may include the following:
- a) Polo style shirt with long pants
 - b) Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with company logo on the front
 - c) Overall, Coveralls (Jumpsuits)
 - d) Company photo I.D. badge to be worn on uniform shirt in plain view at all time while on duty
 - e) Jackets worn during cold weather are to be issued by company along with company patch.
 - f) Long sleeve shirts with neckties
 - g) Blazers or Suit Jackets with company logo (Court Security Officer)

4) Personnel Equipment for all proposer(s) personnel

Except as specifically noted, or provided for in this solicitation, all selected Proposer(s) personnel shall be equipped at all times while on duty with the following items:

- a) Handcuffs and Key
- b) Flashlight; heavy-duty (2 or more D-cells)

- c) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in Section 2.5 (19) of the solicitation.
- d) In addition to the above, armed personnel shall be equipped with a semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Glock, Ruger, Sig Sauer, Beretta, H&K, or Taurus), and ammunition that meets Florida State Statutes. All semiautomatic pistols shall be of the same manufacturer and caliber. All personnel shall be issued an ammunition pouch and a minimum three (3) fully loaded magazines with the number of rounds in accordance to the weapon's ammunition capacity. All armed personnel shall utilize a weapon triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed personnel shall be provided training for triple retention holsters.
- e) Mace foam style and officer shall be certified as per Florida State Statutes
- f) Expandable Baton (e.g.-ASP) and officer shall be certified as per Florida State Statutes. Add to training section

*****NOTE: All selected Proposer(s) personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator or designee or which is not included in a contract issued as a result of this solicitation.***

5) Vehicular Equipment

Selected Proposer(s) personnel may be required by the County to operate licensed and insured marked motor vehicles in order to monitor different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g.- boats, bicycles, horse, Segways, etc. may be considered on a post-by-post basis for possible use. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the selected Proposer(s). The selected Proposer(s) shall provide all personnel assigned to these services a training class with a minimum of eight (8) hours of course instruction. The County Contract Administrator or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

6) Minimum number of Uniforms and Equipment for Security Officers

In order to ensure that all on-duty selected Proposer(s) personnel are fully equipped and meet contractual standards for neatness and appearance, the

selected Proposer(s) shall issue to each employee, and maintain throughout the term of a Contract, issued as a result of this solicitation and all extensions or renewals thereof, uniforms and equipment in the following minimum numbers as specified below:

- a) Trousers, three (3)
- b) Shirts/blouses, five (5)
- c) One (1) set of all other uniform components as specified
- d) Cold weather jacket (1)
- e) Raincoat (1)
- f) Duty Belt (1)
- g) Handcuffs and Key (1)
- h) Firearm, if applicable (1)
- i) Ammunition Pouch (1)
- j) Weapons Magazines, as applicable (3)
- k) Ammunition, as applicable
- l) Mace (1)
- m) Expandable baton (1)

7) Minimum number of Uniforms and Equipment for Screening Officers

In order to ensure that all on-duty Screening Officers are fully equipped and meet contractual standards for neatness and appearance, the selected Proposer(s) shall issue to each employee, and maintain throughout the term of a Contract, issued as a result of this solicitation, uniforms and equipment in the following numbers:

- a) Trousers, three (3)
- b) Shirts/blouses, five (5)
- c) Two (2) sets of all other uniform components as specified (e.g. Blazers and Ties)
- d) Handcuff and Key (1)
- e) Firearm, as applicable (1)
- f) Ammunition pouch, as applicable (1)
- g) Weapon Magazines, as applicable (3)
- h) Ammunition, as applicable
- i) Radiation Detection Badge (1)

8) Radiation Detection Badges

The selected Proposer(s) shall remain in full compliance throughout the term of a Contract, issued as a result of this solicitation and all extensions or

renewals thereof, with all Occupational Safety and Health Agency (OSHA) and Department of Homeland Security (DHS) requirements regarding radiation detection badges.

9) Maintenance Of Uniforms And Equipment

The selected Proposer(s) shall assure that all personnel maintain a clean neat, well-kept appearance in accordance with the Contractual standards (e.g. pressed uniform, polished shoes, etc.). The selected Proposer(s) shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the selected Proposer(s), provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property. The selected Proposer shall conduct periodic inspections of all equipment to include firearms as per the direction of the County Contract Administrator or designee. All selected Proposer(s) ammunition shall be exchanged for new ammunition at a minimum of an annual basis or as directed by the County Contract Administrator or designee.

10) Uniforms Costs

The selected Proposer(s) shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. The selected Proposer(s) shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met.

26. WEAPON SAFETY

The selected Proposer(s) shall issue to their personnel (as applicable) a company issued and owned Firearm. In no circumstance will an Officer's personal weapons be acceptable as the Officer's duty weapon in providing service to the County. The selected Proposer(s) shall observe the following safeguards regarding the use of firearms at all County facilities/buildings and service assignments. This includes, but is not limited to, the distribution of the following safeguards to all Officers on post and the inclusion of these safeguards in all training courses:

- 1) Firearms shall **not** be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by the County Contract Administrator or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.
- 2) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County location.
- 3) Firearms shall not be cleaned at County locations **at any time**.
- 4) Unauthorized weapons, holsters, and ammunition are expressly prohibited.

- 5) Armed Officers and Supervisors who do not have in their possession a current Florida Department of State "G" license shall be immediately removed from standing post at the County location.
- 6) Loss, theft, use, or misuse of weapons shall be reported immediately to ISD Security Management.
- 7) Any incident that involves the display or discharge of a Firearm shall be immediately reported to the County Contract Administrator of designee.
- 8) Armed Officers shall follow all guidelines as set forth all in FSS Chapter 493.

27. QUALITY ASSURANCE PLAN

The selected Proposer(s) shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the solicitation are met. Changes to this plan during the term of the Contract shall be transmitted to and approved by the County Contract Administrator or designee as they are made. The plan shall include, but not be limited to, the following:

1) QAP Contractual Review Plan

The selected Proposer(s) shall provide for the periodic review of all contractual requirements and services as identified in the solicitation and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of personnel who will perform the inspections.

2) Corrective Action Procedures

The selected Proposer(s) shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Contract Administrator or designee. The selected Proposer(s) will be provided a time frame in which the corrective action shall be completed. If the selected Proposer(s) is unable to complete the corrective action within the prescribed time allotted by the County Contract Administrator or designee, then the selected Proposer(s) may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the selected Proposer(s) will result in Liquidated Damages and/or a Vendor Non-Performance.

28. FAILURE TO PERFORM

1) Liquidated Damages

The selected Proposer(s) shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County Contract Administrator or designee, in their sole discretion, will determine the damages arising from such failure. The County Contract Administrator's or designee's assessment of all Liquidated Damages will be final. The County will accomplish this by requiring the selected Proposer(s) to furnish a company issued check with the specified amount of the liquidated damages to the County. This check shall be submitted to the ISD Security Management office, attention to the County Contract Administrator or designee, within fourteen (14) business days of the notification. Failure to submit (or submit in a timely fashion) the required payment of the Liquidated Damage shall result in further damages being assessed and/or a Vendor Non-Performance being issued. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in selected Proposer's personnel being removed from the post and/or Contract issued as a result of this solicitation at the request of the County Contract Administrator or designee. A written notice of a violation and intent to impose liquidated damages shall be provided to the selected Proposer(s) in the form of an Infraction Report. Infraction Reports shall be issued to the selected Proposer(s) promptly by the County Contract Administrator or designee, in order to afford the selected Proposer(s) time to notify the County of extenuating circumstances. The 1st infraction may result in Liquidated Damages of \$500.00, the 2nd infraction \$1,000.00, the 3rd and subsequent infractions \$1,500.00; (Unless a Special Violation, in which case the 1st infraction will be \$1000.00, the 2nd infraction \$2,000.00, 3rd infraction \$3000.00). The graduation of Liquidated Damages will occur with the involvement of the same facility, selected Proposer's personnel and a pattern of the same incidents at multiple posts (i.e. repeated violations of the same type). Violations discovered subsequently to the infraction(s) occurrence shall be treated in the same manner (e.g. three infractions are discovered after the fact the first, second and third step damages would all apply or \$3,000.). Any violations committed by selected Proposer(s)'s personnel may result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

a) Personnel Violations

- i)** Late for duty
- ii)** Sleeping on duty
- iii)** Failure to follow post orders
- iv)** Abandoning post
- v)** Inappropriate Behavior
- vi)** Improper or badly soiled uniform
- vii)** Failure to conspicuously display on person Security officer licenses (D & G), Company ID or Aviation ID card when assigned to airport
- viii)** Failure to make report
- ix)** Improper guard tour rounds

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- x) Improper State licensure (e.g. not on person, expired)
- xi) Improper records, reports or logbook
- xii) Improper reading materials other than work related (e.g., newspapers and magazines)
- xiii) Improper audio/video devices other than work related
- xiv) Unauthorized visitors on post
- xv) Not signing in or out in logbook
- xvi) Vehicle irregularities
- xvii) Post opened or closed late
- xviii) Personal phone use
- xix) Failed to report for duty
- xx) Health deficiencies

b) Administrative Violations

- i) Improperly or insufficiently equipped
- ii) No radio or inoperative radio
- iii) No vehicle or inoperative vehicle
- iv) No weapon or ammunition violation
- v) Inadequate writing skills
- vi) Inadequate training
- vii) Lack of contract supervision.
- viii) Excessive hours on duty (not approved in advance by ISD Security Management)
- ix) Violations of local, State, or Federal laws, Regulations, or Ordinances
- x) Failure to provide Security/Screening Officers for "special requests" assignment after making commitment
- xi) Criminal records check not complete/or hired
- xii) Contractor personnel with criminal records
- xiii) Difficulty in speaking or understanding English, and/or being understood by others
- xiv) Failure to have current Post orders on site
- xv) Invoicing Discrepancies or Inaccuracies
- xvi) Contract Section Violations

c) Special Violations

- i) Reassignment of any personnel previously suspended or removed from duty by the County
- ii) Assignment of personnel not properly qualified or approved for duty
- iii) Failure to notify the County of an arrest of personnel within the required time frame

- iv) Improper internal employee fines or wage practices
- v) False or Misleading Statements by personnel
- vi) Deducting money from an employee's paycheck as a result of Liquidated Damages
- vii) Failure to immediately report the display or discharge of a Firearm.
- viii) Failure to staff a duty assignment (open post)
- ix) Failure to make proper notifications regarding open duty assignments (open post)

*****Note: The selected Proposer(s) shall NOT pass along to its personnel any liquidated damages assessed for infractions on any Contract issued as a result of this solicitation. Violations will not only result in Liquidated Damages, but constitute a Violation of the Living Wage Ordinance and may be subject to additional punitive action.***

d) Non-performance Actions

Continuing patterns of contractual violations, or the commission of an especially egregious violation, may warrant the filing of a Vendor Non-Performance Action by the County Contract Administrator or designee. In such circumstances, the selected Proposer(s) will receive copies of such actions, and will be given the opportunity to respond, in accordance with County Non-Performance procedures. Upon documentation of Non-Performance Actions, the County Contract Administrator or designee may take actions (beyond the imposition of Liquidated Damages) that may include the following but are not limited to:

- i) **Suspension and/or Loss of Post(s)** Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the selected Proposer(s) cannot properly handle that location or locations. In such situations, the County Contract Administrator or designee may remove the selected Proposer(s) from the facility/post and reassign the facility/post to another selected Proposer(s) assigned work under a Contract, issued as a result of this solicitation and all extensions or renewals thereof, either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to a different Sector selected Proposer(s) in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing selected Proposer(s).
- ii) **Loss of Sector and Debarment** A continuing pattern of frequent and/or egregious violations at multiple facilities, or repeated actions by the County Contract Administrator or designee to

suspend and/or remove a selected Proposer from Sector posts may be taken as proof of a general incompetence on the part of the selected Proposer to perform in accordance with the contractual requirements. In such circumstances, the selected Proposer may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

29. COURT APPEARANCES

The selected Proposer(s) personnel may be required to testify in various judicial proceedings on behalf of the County. These personnel shall coordinate all Contract-related court appearances with the County Contract Administrator or designee when such appearances are required. Any selected Proposer(s) personnel required to make a court appearance shall be remunerated by the selected Proposer(s) at the same hourly rate as would be earned while on duty under any Contract issued as a result of this solicitation and all extensions or renewals thereof, and the selected Proposer(s) shall in turn be remunerated by the County at the stipulated billing rate. The selected Proposer(s) shall invoice for the actual hours the employee spent at court, of whether or not his/her testimony was used and/or provided. (Court delays are common, and multiple appearances by the testifying employee may be required). A copy of the original subpoena shall be submitted with the corresponding invoice. Contract-related Court testimony on behalf of the County shall take priority over all other scheduled duties, and the selected Proposer(s) shall coordinate with the County Contract Administrator or designee to ensure that this is done with no impact to daily operations. Selected Proposer(s) personnel scheduled to testify on behalf of the County due to their Contract related duties shall appear for court testimony in full uniform however, without chemical weapons, batons, handcuffs or firearms.

30. INVOICING DISCREPANCIES

It is the County's intent to ensure that all selected Proposer(s) invoices are processed and paid according to a Contract, issued as a result of this solicitation, with the correct hours and rates reflected. It is the selected Proposer's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours and services rendered as well as all applicable billing rates, including all CPI and Living Wage adjustments applicable to that billing period. Any invoices which are not submitted or that are submitted with errors shall be returned to the vendor for immediate correction and shall be resubmitted by the following invoicing period, with the required corrections made. Failure to resubmit the corrected invoice(s) shall result in Liquidated Damages being assessed and shall continue until resubmitted correctly. Furthermore, the continued submittal of duplicate invoices or previously processed invoices may result in Liquidated Damages and/or a Vendor Non-Performance.

31. REPORTING REQUIREMENTS & PROCEDURES

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The selected Proposer(s) shall comply with the following reporting requirements and procedures:

- 1) A brief statement of any unusual events shall be written in the post logbook, so the County Contract Administrator or designee can identify the principals upon later inspection, if a further investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The selected Proposer(s) shall maintain all logbooks during the term of a contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Contract Administrator or designee, the selected Proposer(s) shall deliver all such logbooks to the County at a place to be determined by the County Contract Administrator or designee.
- 2) A copy of all reports shall be furnished to the County Contract Administrator or designee as directed or in critical incidents prior to the completion of each shift.
- 3) An Incident Report shall be completed whenever any unusual event and/or criminal events occur. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult the Security Operations Center when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The Security Operations Center (SOC) 305.375.4500 shall be notified immediately after calling 911. Facility Contacts/ Building Managers and the appropriate selected Proposer(s) personnel shall also be notified.
- 4) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Security Operations Center (SOC) immediately after the incident occurs, in order to receive an ISD Security Management case number, by calling the Security Operations Center (SOC) at (305).375.4500, after authorities have been notified.
- 5) All employees shall follow the "Chain of Command." After exhausting efforts with selected Proposer's Management staff the next step will be an ISD Security Supervisor followed by the ISD Deputy Chief followed by County Contract Administrator or designee. Failure to adhere to these guidelines may result in Liquidated Damages and/or removal of the selected Proposer's personnel from providing services to the County.

32. METHOD OF PAYMENT: BI-WEEKLY INVOICES

The selected Proposer(s) shall abide by the following requirements of ISD Security Management for billing purposes:

- 1) Invoice: The selected Proposer(s) shall submit one(1) original set of the detailed bi-weekly invoices to ISD Security Management Section, 200 NW 1 Street, Suite 103, Miami, FL 33128. Sample invoice is provided herein as Attachment B. The

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County will specify whether the invoices shall be submitted electronically or hard copy. The County reserves the right to change the format of invoices at any time throughout any Contract issued as a result of this solicitation.

- 2) Required Payroll Documentation: The selected Proposer(s) shall submit with their bi-weekly invoices all corresponding back-up documentation (e.g. original time-sheets, justification memorandums, overtime authorization forms, etc.). In addition, from time to time the County Contract Administrator or designee may request additional copies of time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the selected Proposer(s) personnel. The selected Proposer(s) shall provide payroll documentation as directed by County Contract Administrator or designee.
- 3) Payment Schedule: The selected Proposer(s) shall agree to the County's Method and Times of Payment as specified in **Section 5.0, Article 9**. The selected Proposer(s) shall be prepared to have enough working capital to function in this environment.

33. OVERTIME

The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Contract Administrative or designee prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after forty (40) hours of work effort in a given week by a given individual.

34. LIVING WAGE

Refer to Section 1.44 of the solicitation document.

35. PRICE ADJUSTMENT

Except as set forth below, the prices proposed by Proposers shall remain fixed and firm during the term of a contract issued as a result of this solicitation. The initial contract prices resultant from this solicitation shall prevail for a period of one (1) year from the contract's initial effective date. Prior to completion of each one (1) year period, the County may consider an adjustment to price based on changes in the following pricing index: Latest Consumer Price Index for Miami, Ft. Lauderdale, All Items, Wage Earners and Clerical Workers. It is the selected Proposer's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any one (1) year period, the selected Proposer's request for adjustment should be submitted ninety (90) days prior to expiration of the then current one (1) year period. The price adjustment request shall not be in excess of the relevant pricing index change.

If no adjustment request is received from the selected Proposer(s), the County will assume that the selected Proposer(s) has agreed that the same prices shall prevail for the next year.

*****Note: The County reserves the right to reject any price adjustments submitted by the selected Proposer(s) that is not in accordance with the requirements of this Section.***

36. RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to selected Proposer(s) personnel shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Any violations of this section may result in Liquidated Damage or a Non-Performance action being assessed.

37. COUNTY-FURNISHED ITEMS

The County shall furnish to the selected Proposer(s), to be used only in connection with the providing services to the County, the following materials and equipment:

- 1) Generic Post Order template will be given to the selected Proposer(s)
- 2) **Equipment**

The selected Proposer(s) shall be responsible for all equipment issued by the County to the selected Proposer(s) solely for performance of the work contained herein. The selected Proposer(s) shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the selected Proposer(s) or their personnel. Upon termination/expiration of a Contract issued as a result of this solicitation and all renewals or extensions thereof, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County Contract Administrator or designee.

*****Note: The selected Proposer(s) shall be liable for any loss of or damage to County or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract issued as a result of this solicitation or any derivative or supplemental documents (e.g. post orders) or directives.***

3) **Forms**

A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Contract Administrator, designee or Building/Facility Manager, if site specific.

4) **Keys**

The selected Proposer(s) shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the Security Operations Center and to the Building Manager/Facility Contact. The selected Proposer shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the selected Proposer is lost, the selected Proposer shall be liable for the cost of re-keying those buildings, facilities or locations impacted. Lost keys, other than Grand Master or Master keys shall result in the selected Proposer(s) paying for the cost of re-keying all effected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

5) **Phones**

County phones made available to the selected Proposer's personnel are to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fourteen (14) business days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

38. PERFORMANCE BOND REQUIREMENTS

The selected Proposer shall provide a Performance Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for each Sector that is awarded to the selected Proposer. The Performance Bond shall be delivered to the County within fourteen (14) business days after formal notice is issued by the County. The Performance Bond shall be prepared on the applicable bond form(s) provided herein as Attachment C. It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as specified in Section 5.0, Article 42. No other form shall be accepted. If the selected Proposer fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the selected Proposer in default of the contractual terms and conditions, and the selected Proposer shall surrender its offer guaranty/Proposal bond (as specified in Section 3.2 (A) (10) of the solicitation document), and the County shall

not accept any Proposal from that Proposer for a twelve (12) month period following such default. In lieu of a bond, an **irrevocable letter of credit or a cash bond** in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable.

*****Note: The selected Proposer(s) shall comply with the performance bond requirements every year during the term of a Contract including any extensions/renewals thereof. The County will issue a notice to the selected Proposer every year and the selected Proposer(s) shall deliver the performance bond to the County within fourteen (14) business days of the notice issuance date.***

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION